

Exhibit C

To the Declaration of J. Michael Keyes in Support of
Defendant's Opposition to Plaintiff's Motion to Exclude
and/or Strike Defendant's Expert Witness and Report

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICHAEL GRECCO PRODUCTIONS,)
INC.,)
)
Plaintiff,)
)
vs.) Case No.
) 2:24-CV-04837-FLA-MAR
TIKTOK, INC.,)
)
Defendant.)
—)

CONFIDENTIAL VIDEO DEPOSITION OF

MICHAEL GRECCO

Santa Monica, CA

Friday, July 18, 2025

STENOGRAPHICALLY REPORTED BY:

SUSAN F. MAGEE, RPR, CCRR, CLR, CSR No. 11661

Job No. 10168456

Confidential

Michael Grecco Productions, Inc. vs.
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MICHAEL GRECCO PRODUCTIONS,)
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vs.) Case No.
) 2:24-CV-04837-FLA-MAR
TIKTOK, INC.,)
)
Defendant.)
—)

Confidential video deposition of
MICHAEL GRECCO, taken on behalf of Defendant,
appearing remotely from Santa Monica, CA, beginning
at 9:37 a.m. and ending at 6:00 p.m. on Friday,
July 18, 2025 before SUSAN F. MAGEE, RPR, CCRR, CLR,
CSR No. 11661.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 APPEARANCES:

2 For the Plaintiff:

3 COPYCAT LEGAL PLLC

4 JONATHAN ALEJANDRINO, ESQ.

5 LAUREN M. HAUSMAN, ESQ.

6 (Appearing via videoconference)

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14 For the Defendant:

15 DORSEY & WHITNEY LLP

16 J. MICHAEL KEYES, ESQ.

17 CONNOR J. HANSEN, ESQ.

18 (Appearing via videoconference)

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25

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Michael Grecco Productions, Inc. vs.
TikTok, Inc.

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1 APPEARANCES (continued):

2 Also Present (Appearing via videoconference):

3 BENJAMIN HALPERIN

4 ALEXA LIBERT

5

6 The Videographer

7 (Appearing via videoconference):

8 MEYNARD BERNARDO

9 --o0o--

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Michael Grecco

1 best of my ability.

2 Q. Okay. And so in response to the question I
3 just asked in terms of are there any topics that you
4 are not prepared to talk about today, is the answer
5 to that no?

6 A. The answer to that is I'm prepared to talk
7 about everything on that list unless objected to by
8 my attorney.

9 MR. KEYES: Okay. Speaking of which, let's
10 pull up Exhibit 3 to your deposition today.

11 (Exhibit 3, Plaintiff's Objections to
12 Notice of 30(b)(6) Deposition of Michael Grecco
13 Productions, Inc. Corporate Representative, marked
14 for identification.)

15 THE WITNESS: Can I close the previous?

16 MR. KEYES: You know, you might just want
17 to minimize it because we'll be returning to it.
18 But however you'd like to do it is fine by me.

19 THE WITNESS: Okay.

20 BY MR. KEYES:

21 Q. Let me know when you have Exhibit 3 up.

22 A. I have Exhibit 3 up.

23 Q. Have you seen Exhibit 3 to your deposition
24 before?

25 A. Yes.

Michael Grecco

1 before?

2 A. I'm opening up now.

3 Q. Okay. So this is the invoice related to
4 the -- to the "Sliders" shoot; right?

5 A. Yep.

6 Q. And this invoice relates to the "Sliders"
7 image that's at issue in this case; right?

8 A. Yes.

9 Q. And per the terms of this invoice, you were
10 giving them "unlimited usage rights"; right?

11 A. Yes.

12 Q. And you generated --

13 A. But this was not the invoice sent to them.
14 Maggie licensed what she negotiated. And in every
15 one of her licenses she just wrote advertising and
16 publicity use, just like she did on the Fox one.

17 That was her -- that was her standard
18 license that she gave.

19 Q. Right, so --

20 A. Yeah?

21 Q. So unlimited usage rights are granted to
22 the client. That means they could do whatever they
23 wanted to with the images; right?

24 A. No, because this isn't what was sent to
25 client. I just said that. This was sent to my

Michael Grecco

1 agent with me not knowing the details of what she
2 negotiated, and when she invoiced them, she invoiced
3 them and put in the license that she negotiated with
4 them which is all she said -- it was not very
5 sophisticated -- was advertising and publicity use.

6 Q. So this Exhibit 14, this was not sent on
7 to --

8 A. Who is it addressed to? Who is it
9 addressed to, Mike? Who is it addressed to? Who is
10 it addressed to?

11 Q. Right. To Maggie Hamilton.

12 A. Okay.

13 Q. Right.

14 A. So no, she did the billing because she's
15 not going to do the billing. She's going to do the
16 billing at the full rate. She gets the check.

17 Her -- she would send my terms and
18 conditions. That was part of our deal. But -- but
19 she would -- she would write it up the way she
20 negotiated it.

21 Q. So this has your letterhead at the top;
22 right? "Grecco," Michael Grecco?

23 A. Yes.

24 Q. All right. So I'm just trying to
25 understand the chain of custody here.

Michael Grecco

1 This invoice that was generated here with
2 the terms, who generated this document?

3 A. Me.

4 Q. Okay. And then you sent it to
5 Ms. Hamilton?

6 A. Correct.

7 Q. Okay. And so the "Unlimited usage rights
8 are granted to the client," that's the language that
9 you used; right?

10 A. That was what I made up or anticipated. It
11 was not what she negotiated. She negotiated
12 advertising and publicity use, and all of her
13 invoices just said advertising and publicity use.

14 Q. And where are those invoices?

15 A. She went out of business about 15 years
16 ago. And we've looked for her records, and she said
17 she's destroyed everything, which she obviously
18 shouldn't have because there's licenses that pertain
19 to copyrights there, but she would say advertising
20 and publicity.

21 Q. Okay. And you know that because what?
22 You've seen these documents before?

23 A. Yes. And I've been told that by her.

24 Q. Okay. And is she still with us? I know
25 she's not in the business you said, so -- but she's

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1 **still alive?**

2 A. I -- I don't know. I have no idea, and I
3 have no way of finding her these days. I haven't
4 spoken to her in ten years at least.

5 Q. Okay. So if we -- now I think I
6 understand. If we went back to Exhibit 13 and we
7 looked at that Assignment Invoice, you generated
8 Exhibit 13; right, and sent it --

9 A. Correct --

10 Q. -- Ms. Hamilton?

11 A. Correct. And they were altered based on
12 her discussions with the client.

13 Q. And in Exhibit 13 again, you've said the
14 document you provided to Ms. Hamilton is -- you were
15 giving unlimited usage rights to client?

16 A. Yeah, but she didn't negotiate that. She
17 didn't negotiate it as unlimited rights. She
18 negotiated it as advertising and publicity so that
19 she never added merchandising rights. She never
20 added product rights. She never added -- so she
21 negotiates the fee and the license, you know,
22 concurrently related to each other and put the terms
23 in of what she negotiated.

24 Q. So is it a fair statement, Mr. Grecco that,
25 for example, with respect to Exhibit 13, when you

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1 of any legal authority.

2 Or is that just Michael Grecco on
3 copyright?

4 MR. ALEJANDRINO: Object to form.

5 THE WITNESS: That's the experience --

6 MR. ALEJANDRINO: I do want to clarify,
7 Mr. Keyes, are we -- because you keep saying Michael
8 and you. And I know this is, like, a 30(b)(6) as
9 well as Mr. Grecco's personal deposition.

10 MR. KEYES: Yeah.

11 MR. ALEJANDRINO: Are these questions
12 directly at Michael Grecco or Michael Grecco
13 Productions, Inc.?

14 MR. KEYES: Well, I asked specifically
15 whether his company considered fair use before
16 issuing any of these takedown notices.

17 BY MR. KEYES:

18 Q. And my understanding, Mr. Grecco, is that
19 you said no.

20 A. Well, I -- look. We always consider fair
21 use. If I see something used in an educational
22 informational site, you know, for educational
23 purposes with a not-for-profit company, I won't
24 approve that case. If I see -- you know, if I see
25 someone criticizing or critiquing one of my works,

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1 then it's obviously protected by the first
2 amendment, and it's fair use.

3 If I see something that's truly
4 transformative, then we would consider fair use.

5 But that's not the case here with TikTok.
6 There's -- there's no criteria that I see from my 40
7 years of experience handling -- 30-some-odd years of
8 experience handling my copyright cases that relates
9 to fair use here.

10 So no, we didn't consider it for the
11 entirety of the platform because there's no fair use
12 defense here from my perspective.

13 BY MR. KEYES:

14 **Q. And did you seek legal counsel with respect**
15 **to fair use in this case?**

16 A. Yes. Legal counsel wouldn't have taken
17 this case if they really thought it was fair use.
18 And they know it's a BS defense that everyone who
19 has no defense uses, so . . .

20 **Q. You mentioned the phrase a few moments ago**
21 **"truly transformative."**

22 **Remember that testimony?**

23 A. Yes.

24 **Q. What makes a use of content truly**
25 **transformative in your judgment, sir?**

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1 **licensing photographs on mgpstockphotos.com?**

2 A. It depends on the year. I mean, anywhere
3 between -- I mean, we're working on a deal with a
4 condominium complex in Miami which is going to be
5 worth \$150,000. But anywhere, you know, 20,000,
6 30,000 in licensing.

7 **Q. So let's just take the most recent year,**
8 **the complete year.**

9 Are you on a -- in terms of how you run
10 your operation, are you on a calendar year?

11 A. Cash basis calendar year, yes.

12 **Q. So for the calendar year 2024, how much**
13 **licensing revenue did you generate through**
14 **mgpstockphotos.com approximately?**

15 A. I don't know. People -- people reach out
16 to us to license. I don't necessarily know. If
17 they've seen the picture there, they've seen it on
18 my website, they saw it on the Days of Punk website.
19 I'm not sure. There's -- we don't keep records of
20 who has found it on PhotoShelter.

21 **Q. Okay. Fair enough. But in terms of you**
22 **did mention that people can actually go on to that**
23 **website and add photos to a cart.**

24 A. People can license through the platform;
25 correct.

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1 Q. Right. So I'm referring specifically to
2 the revenue generated through -- by people that got
3 on the platform and licensed works?

4 A. Zero.

5 Q. Zero for 2024?

6 A. Yeah. But that -- again, no one uses --
7 the cart, usually they want to have a confirmation
8 of a specific license, they want to give us the
9 details, the print run, the record cover run, the da
10 da da da da da da, you know, the space, how big it's
11 being used, da da da, and we usually negotiate that.

12 Q. Okay. So for 2023, same answer? Zero in
13 terms of the amount of revenue generated by somebody
14 getting on to MGP Stock Photos and purchasing a
15 license?

16 A. Using their cart; that is correct.

17 Q. Okay.

18 A. How much revenue we got because they were
19 posted there and they contacted us, it is not
20 correct. It is not 0.

21 But using the cart, I will in a limited
22 fashion say you're correct.

23 Q. Would it be the same answer for 2022?

24 A. Yep.

25 Q. Same answer for 2021?

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1 A. Yeah. I -- there was one instance where
2 someone bought a print using the cart, and I think
3 that in the entire history of us using that
4 PhotoShelter site, that was the only time someone
5 used the cart.

6 **Q. Okay.**

7 A. Amanda Beard's husband bought her a print,
8 the Olympian, of when I shot her, so . . .

9 MR. KEYES: Exhibit 24, please.

10 (Exhibit 24, 10/12/94 Stock Invoice,
11 GRECCO_000608-GRECCO_000607, marked for
12 identification.)

13 THE WITNESS: Okay.

14 BY MR. KEYES:

15 **Q. Do you recognize this document?**

16 A. I do.

17 **Q. And what is it?**

18 A. It's an invoice.

19 **Q. Who is Delphi Internet?**

20 A. It was an Internet service provider back in
21 the day.

22 **Q. Okay. And this is one of those invoices**
23 **that you drafted; right?**

24 A. Well, I drafted it to Maggie, yeah. I
25 drafted it to Maggie, and I think she did the

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1 A. Which is almost in every one of these
2 cases.

3 Q. And this is another instance where you
4 found that Lifedaily.com was using this image. And
5 you sent them a demand letter, I take it; yes?

6 A. Yes.

7 Q. So this license agreements ended up
8 potentially -- or not potentially. It ended up
9 resolving your copyright infringement claim that you
10 threatened against them?

11 A. I don't know if we made any threat against
12 them, but we -- they settled the claim, yes.

13 Q. In your demand letter, you demanded that
14 they stop using the photograph because it was
15 infringing; right?

16 A. Well, look. Every one of these is a
17 negotiation. So if they want to pay more and
18 continue to use the photograph, they can pay more.
19 Like, every one of these is a negotiation based on
20 the size of the company, the size of the platform,
21 so on and so forth.

22 Q. So why was there a license to MTRNetwork
23 for \$10,000 for four years and \$7,500 for Lifedaily
24 for five years?

25 A. Again, it's all a negotiation, you know.

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1 Their -- clients will make claims of how small they
2 are, how little money they have, so on and so forth,
3 unlike TikTok which is a huge multibillion dollar
4 company.

5 MR. KEYES: Exhibit 38, please.

6 (Exhibit 38, 1/26/20 Michael Grecco
7 Photography Stock Invoice, GRECCO_000657-
8 GRECCO_000662, marked for identification.)

9 THE REPORTER: Sorry. I'm going to have to
10 go off the record.

11 MR. KEYES: Off the record?

12 THE REPORTER: Yes. I'm sorry.

13 MR. KEYES: Yeah. Now is probably a good
14 time to take a quick break.

15 THE VIDEOGRAPHER: Time is 4:51 p.m. We
16 are off the record.

17 (Recess taken from 4:51 p.m. to 5:03 p.m.)

18 THE VIDEOGRAPHER: Time is 5:03 p.m. We
19 are back on the record.

20 MR. KEYES: One housekeeping matter I
21 wanted to mention. I want to designate this
22 transcript as Confidential. So if we can have that
23 marked, Ms. Magee, as Confidential, the whole
24 transcript, I'd appreciate it.

25 THE REPORTER: Okay. Thank you.

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Michael Grecco

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify: That the foregoing proceedings were taken
4 before me at the time and place herein set forth;
5 that any witnesses in the foregoing proceedings,
6 prior to testifying, were administered an oath; that
7 a record of the proceedings was made by me using
8 machine shorthand which was thereafter transcribed
9 under my direction; that the foregoing transcript is
10 a true record of the testimony given.

11 Further, that if the foregoing pertains to
12 the original transcript of a deposition in a Federal
13 Case, before completion of the proceedings, review
14 of the transcript [] was [X] was not requested.

15 I further certify I am neither financially
16 interested in the action nor a relative or employee
17 of any attorney or any party to this action.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20 Dated: July 23, 2025

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Susan F. Magee, RPR, CCRR, CLR
CSR No. 11661